

ATTACHMENT D

**LINE SHARING AMENDMENT TO
[INTERCONNECTION, RESALE AND UNBUNDLING] AGREEMENT
BETWEEN
GTE [LEGAL ENTITY]
AND
[CLEC]**

THIS LINE SHARING AMENDMENT to [Interconnection, Resale and Unbundling] Agreement (the “Agreement”) which became effective [effective date], is by and between GTE [Legal Entity] and [full CLEC name] [“CLEC acronym”] (GTE and [CLEC acronym] being referred to collectively as the “Parties” and individually as a “Party”). This Line Sharing Amendment covers services in the state of California (the “State”).

RECITALS

WHEREAS, the Agreement was approved by the Commission’s Order dated [approval date] in Docket No. [docket number] (“Agreement”); and

WHEREAS, the *Administrative Law Judge’s Ruling on Line Sharing* issued on May 8, 2000 in Rulemaking 93-04-003 and Investigation 93-04-002 (the “ALJ Ruling”) directed GTE to file with the Public Utilities Commission of California (the “Commission”) by June 2, 2000 this offer to amend the Agreement.

1. The Agreement shall be amended by the addition of the following Article:

**ARTICLE ____
LINE SHARING**

1. General.

1.1 Description of Service. For purposes of this Agreement, line sharing is access to the high frequency portion of the loop network element, which is defined as the frequency range above the voiceband on a copper loop facility that is being used by GTE to carry analog circuit-switched voiceband transmissions. GTE shall provide line sharing to the **CLEC on a nondiscriminatory basis for use only in the provision of telecommunications service in accordance with, and subject to, the terms and conditions of this Agreement and Applicable Law.

1.2 Basic Requirements. The following requirements shall serve as conditions to GTE’s obligation to provide line sharing hereunder:

(a) Line sharing will be permitted for any ADSL or voice compatible xDSL (“DSL”) technologies that do not significantly degrade other advanced services or traditional voice band services, including without limitation Asymmetric Digital Subscriber Line (“ADSL”), Rate-Adaptive ADSL, and Multiple Virtual Lines. As additional technologies that may be compatible with existing services on a loop become

available, the parties will address their possible deployment, consistent with the requirements of FCC Rules 51.230, 51.233 and paragraphs 201-205 of the Line Sharing Order. The DSL technology used by **CLEC will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.

(b) GTE provides retail analog circuit switched voice band service ("Voice Service") on the loop to the same end-user for which **CLEC provides the DSL line sharing service. If GTE discontinues the provision of such Voice Service for any permissible reason not prohibited by Applicable Law, GTE shall provide notice to **CLEC via e-mail that the Voice Service will be discontinued. Within three (3) business days after such notice, **CLEC may notify GTE via e-mail that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If **CLEC fails to make an affirmative election during said three (3) business day period, option (ii) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation without interruption of such DSL service without line sharing.

(c) GTE shall be restricted from decommissioning a copper loop when to do so unreasonably eliminates **CLEC's ability to offer, or to continue to provide, xDSL service. For existing end-users with line sharing DSL service, GTE shall provide no less than three (3) business days notice to **CLEC via e-mail that it intends to decommission the line shared copper loop. During such three (3) business day period, **CLEC shall notify GTE via e-mail that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If **CLEC fails to make an affirmative election during said three (3) business day period, option (ii) shall be implemented. If option (ii) is implemented, the Parties shall cooperate to transition the continuation without interruption of such DSL service without line sharing.

1.3 Availability. Provided that the requirements of this Agreement are met, line sharing shall be available under the following circumstances:

(a) The end-user has Voice Service from GTE and wishes to add DSL service from **CLEC.

(b) The end-user has Voice Service and DSL service from GTE and wishes to convert the DSL service to **CLEC.

(c) The end-user wishes to establish both new Voice Service from GTE and new DSL service from **CLEC, subject to the requirement that Voice Service must be established prior to the implementation of DSL service.

(d) The end-user has Voice Service from GTE and DSL service from another competitive local exchange carrier and wishes to convert the DSL service to **CLEC.

At this time, line sharing will not be available where the end-user has had its Voice Service number ported out to another local service provider either through interim number portability or long-term local number portability. In addition, GTE shall not provide line sharing to more than one competitive local exchange carrier per loop. Subject to the reservation of rights and limitations set forth in Section 1.4, GTE shall

abide by the requirements of orders rendered in the Interim Arbitration, Line Sharing Phase of the Commission's OANAD proceeding (Rulemaking (R.) 93-04-003/Investigation (I.) 93-04-002) regarding the provisioning of line sharing over the UNE platform.

1.4 Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of the ALJ Ruling, orders rendered in the Interim Arbitration, Line Sharing Phase of the Commission's OANAD proceeding, FCC Rule 51.319, the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (*See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America*, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)); (b) to continue to prosecute the current appeal of the FCC pricing rules pending before the Eighth Circuit Court of Appeals; (c) to assert or continue to assert that certain provisions of the FCC's First, Second and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (d) to assert that modifications to this Agreement from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; (e) to assert or continue to assert any rights or challenges already reserved or existing under the Agreement, including, without limitation, any litigation related to the Agreement; and (f) to take any appropriate action relating to the offering of line sharing based on the outcome of any of the actions or challenges described in subparagraphs (a)-(e) above or any other actions. **CLEC further reserves the right to seek to have this Article be construed and interpreted to enable **CLEC to offer the broadest possible array of advanced services to consumers in the State of California. The provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

1.5 Further Assurances. The Parties understand that both industry and GTE standards and processes applicable to line sharing, including, without limitation, loop qualification, ordering provisioning, fully automated OSS interfaces and other facets of OSS, are still being developed. Accordingly, the Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of such standards and processes and to document the same for purposes of this Agreement, as necessary and appropriate.

1.6 Customer Education. GTE and **CLEC shall make end-users aware of the following conditions and requirements:

(a) The end-user should call GTE for problems related to its Voice Service. The end-user should call its **CLEC contact for problems related to its DSL service.

(b) The end-user's line shared DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be inoperative, the end-user may also be unable to use DSL services for some period of time.

(c) Subject to the requirements of Sections 1.2(b) and (c), end-users will not be able to use **CLEC line shared DSL services if GTE Voice Services on the shared line are cancelled or terminated for any reason.

2. Operations Matters.

2.1 Copper Network. Except as otherwise provided in Section 2.2, GTE shall provide line sharing to **CLEC utilizing an all-copper pair between an end-user customer demarcation location and the main distribution frame in GTE's serving wire center that is jumpered and cross-connected to a **CLEC collocation arrangement located in said serving wire center. At the serving wire center, GTE shall connect the line to a **CLEC tie cable via a GTE-provided jumper; provided, however, that **CLEC must first have obtained said tie cable from GTE to connect to **CLEC's collocation arrangement.

2.2 Fiber-Fed DLC Network. GTE shall provide line sharing to **CLEC over Digital Loop Carrier ("DLC") to the extent required pursuant to Applicable Law, including the orders rendered in the Interim Arbitration, Line Sharing Phase of the OANAD proceeding, and without waiving any rights to challenge any such requirement. Fiber-fed DLC consists of an all-copper pair from the end-user customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with fiber-fed DLC equipment installed).

2.3 Splitter Options. To utilize line sharing, **CLEC must obtain access to a splitter that meets the requirements for equipment collocation set by the FCC in its Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) in the central office that serves the end-user of the shared line. **CLEC may obtain access to said splitter via the following options. Prior to June 6, 2000, GTE shall equip central offices with a GTE-owned splitter as described in Option No. 2 below. **CLEC agrees to use this configuration for initial line sharing in the central offices that GTE commits to have fully operational on or before June 6, 2000 (assuming that unforeseen delays in the availability of necessary equipment and/or labor, or other circumstances beyond GTE's control, do not occur) as set forth on Exhibit 1 attached hereto. For those central offices that GTE cannot commit to have fully operational with a GTE-owned splitter on or before June 6, 2000, **CLEC may choose to deploy its own splitter as described in Option No. 1 below. GTE shall provide **CLEC with written notice in the event that Exhibit 1 needs to be revised due to unforeseen delays or other circumstances beyond GTE's reasonable control. For any central office in which **CLEC chooses to install its own splitter, GTE agrees to install any additional tie cables required by **CLEC, in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs. Notwithstanding anything to the contrary herein, any splitter installed by

**CLEC or GTE shall: (1) comply with ANSI T1E1 standards and GTE NEBS policy for collocators; (2) employ DC blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum; and (3) be designed so that the analog voice “dial tone” stays active when the splitter card is removed for testing or maintenance.

(a) Option No. 1: CLEC Owned Splitter Located in the Collocation Arrangement of **CLEC. **CLEC may choose to obtain the splitter directly and place the splitter in its collocation arrangement. **CLEC shall purchase and own the splitter. Under this option, both the non-**CLEC voice traffic and the **CLEC-provided DSL services will arrive at the **CLEC collocation arrangement via a tie cable obtained from GTE. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the DSL traffic. **CLEC will retain the DSL traffic and will return the voice traffic to GTE, over a separate CLEC tie pair assignment.

(b) Option No. 2: GTE Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE. **CLEC may choose to have GTE purchase and own the splitter and locate the splitter in an area in the serving wire center to which **CLEC does not have access (*e.g.*, on or as close to the main distribution frame as practical). Said splitter shall be installed in any of the following locations within the central office, at GTE’s discretion--the main distribution frame, in a relay rack mounted arrangement or intermediate frame arrangement. In this scenario, **CLEC shall obtain the splitter functionality on an individual “port-at-a-time” basis. GTE shall perform all maintenance and repair work (as detailed further below in Section 2.11). **CLEC shall receive its DSL traffic via a tie cable obtained from GTE, running from the main distribution frame to the splitter and then from the splitter to **CLEC’s collocation arrangement. Under this Option, GTE shall provide to **CLEC loop and splitter functionality that is compatible with any transmission technology that **CLEC seeks to deploy using the high frequency portion of the loop, provided that such transmission technology is presumed to be deployable pursuant to FCC Rule 51.230.

(c) Option No. 3: CLEC Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE Via Virtual Collocation. GTE shall offer **CLEC an additional option under which it may choose to purchase and own the splitter and have it located via a virtual collocation arrangement in an area in the serving wire center to which **CLEC does not have access. In this scenario, **CLEC shall obtain the splitter functionality on a “shelf at-a-time” basis. GTE shall perform all maintenance and repair work. **CLEC shall receive its DSL traffic via a tie cable obtained from GTE, running from the main distribution frame to the virtually collocated splitter and then from the splitter to **CLEC’s collocation arrangement. GTE shall offer **CLEC virtual collocation under this Option in accordance with the terms of the GTE federal collocation tariff (FCC Tariff No. 1), provided, however, that for purposes of this Agreement, the Parties shall treat the tariff rates applied to the virtual collocation of a splitter as interim, and subject to true-up, in accordance with the terms outlined in Section 3.1. During the sixty (60) day period following the effective date of this Article, the Parties agree to cooperate in the negotiation and development of any terms necessary to implement virtual collocation for line sharing. Any interim rates established pursuant to such

negotiation shall be subject to true-up in accordance with the terms outlined in Section 3.1.

2.4 Collocation. GTE will revise collocation applications to include requests for information regarding line sharing equipment. **CLEC will specify its requirements for line sharing on the collocation application for that central office. If **CLEC's collocation application is accepted, GTE will make the office ready for line sharing during the interval applicable to **CLEC's request for collocation. GTE shall complete the installation and provisioning of any tie cable ordered by CLEC in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs. GTE shall process all **CLEC applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs.

2.5 Transport. GTE shall make available to **CLEC interoffice transport to transport its high frequency traffic between its collocation arrangement in the serving wire center and its point-of-presence, node, or collocation arrangement in a different wire center in accordance with, and subject to, the terms of this Agreement and/or applicable GTE tariffs.

2.6 End-User Premise Equipment. **CLEC must provide the end-user with, and is responsible for the installation of, a modem, splitter, filter(s) and/or other equipment necessary at the end-user premise to receive separate Voice Services and DSL services across the same loop. **CLEC is also responsible for the installation and maintenance of such equipment. **CLEC shall determine the necessary customer premises equipment.

2.7 Pre-ordering. During pre-ordering, GTE shall provide CLEC with nondiscriminatory access to the Loop Makeup Information required by FCC Rule 51.319(g) including, but not limited to, the following:

(a) The composition of the available loop material (including without limitation fiber optics and copper);

(b) The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other potential disturbers);

- (c) Loop length, including the segment length and location of each type of transmission media;
- (d) Loop length by wire gauge; and
- (e) The electrical parameters of the loop.

As of the effective date of this Article, GTE shall provide the above information via a WEB GUI. As soon as possible, GTE shall enable **CLEC to access all Loop Makeup Information available to itself or to its affiliates contained in any system, database, or record consistent with the requirements set forth in the FCC Rules and Orders.

2.8 Ordering. As of the effective date of this Article, GTE shall enable **CLEC to perform all ordering functions via a real-time, electronic interface, as soon as possible after the interface becomes available. Until such time as a real-time, electronic interface is made available to **CLEC by GTE, GTE shall enable **CLEC to order line sharing, or the conditioning of lines, via a Web GUI. The Parties will cooperate in the development and deployment of these processes and systems to better facilitate line sharing.

2.9 Provisioning. GTE will work cooperatively with **CLEC to prioritize the order and timeframe in which GTE will complete deployment of POTS splitters and other equipment necessary to provision line sharing in GTE's offices where **CLEC is currently collocated or where collocation is in the process of being provisioned capable of supporting shared lines. After this Article becomes effective, for offices where **CLEC notifies GTE of its intent to deploy line sharing, it must provide a rolling six (6) month forecast of line sharing orders, which is updated every three (3) months. These forecasts will be utilized to assist the Parties in the more efficient provisioning of line sharing, but shall not be binding on either Party. These forecasts will be treated as confidential information pursuant to the Agreement and shall be used by GTE solely for wholesale capacity planning purposes. As soon as a central office has the splitter installed, GTE will begin accepting orders for lines served by that office. GTE will initially provision line sharing within its current standard DSL retail provisioning intervals for unconditioned (five (5) business days) and conditioned loops (eleven (11) business days). The Parties acknowledge that these intervals are subject to change based on systems mechanization, changes in Applicable Law (including, without limitation new OSS requirements), order volumes and other agreed upon procedures that better facilitate line sharing, provided, however, that such intervals shall remain at parity with GTE's DSL retail provisioning intervals, as provided in Commission Docket R.97-10-016 and I. 97-10-017.

2.10 Conditioning. **CLEC may order conditioning of shared lines, which may involve: (a) the removal of bridge taps, filter, extenders and load coils; (b) a line and station transfer; and/or (c) Digital Added Main Line (DAML) (consistent with the provisions of section 2.13 of this Agreement). GTE will perform loop conditioning if the loop loss for voice services is less than -8.0dB. Conditioning will not be provided in

circumstances where such conditioning significantly degrades other advanced services or traditional voice band services as provided and described in FCC Rules 51.230, 51.233 and paragraphs 85, 86 and 201-205 of the Line Sharing Order.

2.11 Testing, Repair and Maintenance.

(a) So that **CLECs have nondiscriminatory access to the loop facility for testing, repair and maintenance, **CLEC shall have physical and remote test access to the test head, e.g. the physical loop test access point at the splitter, twenty-four hours a day, seven days a week. GTE shall provide CLECs with equivalent electronic access to any testing functionality which GTE and/or GTE's affiliates utilize to provide DSL services. For example, GTE will provide CLECs remote test access via its Wholesale Internet Service Engine ("WISE") website (<http://www.gte.com/wise>) 4-Tel loop testing mechanism. GTE is responsible for all testing of facilities and equipment terminated to its main distribution frame and **CLEC is responsible for all testing of facilities located within its collocation space. GTE reserves the right to seek access to **CLEC's collocation space to conduct reasonably necessary testing, repairs or maintenance when **CLEC owns the splitter, as provided under Option No. 1 of Section 2.3 above. For line sharing testing purposes (i.e., high frequency spectrum only), **CLEC's point of demarcation will be within the **CLEC's collocation space.

(b) GTE will be responsible for repairing Voice Service and the physical line between the network interface device at the end-user premise and **CLEC demarcation point in the central office. **CLEC will be responsible for repairing its DSL services and any end user related DSL component at the end-user premise. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by **CLEC, GTE shall conduct any necessary repair work for line sharing on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with GTE's retail repair intervals, as provided in Commission Docket R. 97-10-016 and I. 97-10-017. GTE is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and **CLEC is responsible for all repair and maintenance of facilities located within its collocation space. Where GTE owns the splitter and does not provide **CLEC with access to the splitter, GTE shall conduct any necessary repair work on the splitter on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with GTE's retail repair intervals, as provided in Commission Docket R. 97-10-016 and I. 97-10-017.. Where **CLEC owns the splitter, **CLEC is responsible for performing maintenance, repair and testing on the splitter.

(c) GTE and **CLEC agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. GTE and **CLECs will work together to diagnose and resolve any troubles reported by the end-user and to develop a permanent process for repair of shared lines. In the interim, GTE and **CLEC will work together to address end-user initiated repair requests and to prevent adverse impacts to the end-user. Where GTE has isolated a

trouble with the Voice Service to be in **CLEC provided equipment, GTE shall notify **CLEC and **CLEC will be required to clear the trouble associated with the GTE lifeline voice services. Where such troubles are not cleared within 3 hours, GTE will strap-through the voice service on the GTE main distribution frame, isolating **CLEC equipment from the GTE loop facility. This strap-through arrangement shall be limited in duration to the time necessary to repair the trouble. **CLEC is responsible for informing GTE of any life line data services (e.g. heart monitor), which may be being provided over the high frequency portion of the loop, that would preclude any such strap-through activity by GTE.

(d) GTE shall not consider installation of line-sharing to be complete until **CLEC has affirmatively accepted the installation. GTE shall test the high frequency portion of the loop for copper continuity and for pair balance prior to completing the installation. Once GTE completes such testing and obtains passing results, GTE shall inform CLEC that GTE believes the installation has been properly performed. At this point, **CLEC shall either accept the line without conducting its own testing, or shall conduct its own test of the line shared loop. If CLEC conducts its own testing and the results demonstrate that the line-shared loop is capable of being used to provide DSL services, CLEC shall accept the line-shared loop from GTE. If CLEC conducts its own testing and the results demonstrate that the line-shared loop is not capable of being used to provide DSL services, CLEC may refuse to accept the line, and may instead open a trouble ticket. Such a trouble ticket shall not be placed in the general population of maintenance and repair trouble tickets, but rather shall remain an installation problem. Until the problem is resolved to the satisfaction of the Parties, the installation will be deemed by the parties to be an incomplete, failed installation.

2.12 End-Users with Burglar Alarm Systems. The Parties acknowledge that the high frequencies associated with DSL can cause interference with some burglar alarm systems, resulting in false alarms, or in some instances, impair the alarm system to the point that it becomes inoperative. To mitigate these issues, for DSL customers with burglar alarm systems, GTE generally takes the following preventive actions: (a) where the burglar alarm system interfaces the inside wiring of the customer premise via an RJ11 jack, GTE places a micro-filter between the burglar alarm dial-up unit and the inside wiring; and (b) where the burglar alarm system is “hard-wired” to the inside wiring at the customer premises, GTE places a splitter to isolate the high frequency data signals from the burglar alarm system dial-up unit. When **CLEC provides line sharing services to an end-user, **CLEC shall be required to inquire and to determine whether the end-user customer has a burglar alarm system. For customers with burglar alarm systems, **CLEC is responsible for taking the necessary preventive actions to ensure that the end-user’s burglar alarm system remains operative and the high frequencies associated with line sharing services do not interfere with its operation.

2.13 DAML Removal. Upon **CLEC request, GTE shall be required to remove a Digital Added Main Line (“DAML”) when all affected customers agree to the removal.

3. Financial Matters.

3.1 Interim Pricing. The rates and charges for line sharing services provided pursuant to this Agreement are set forth on Exhibit 2.¹ Notwithstanding anything in this Agreement to the contrary, these rates and charges are interim pending the outcome of the Commission's rate proceeding regarding line sharing in the OANAD proceeding. GTE asserts that GTE's interim pricing proposal does not reflect all the costs associated with line sharing for all configurations (e.g., the costs associated with collaborative testing, costs associated with OSS-related implementation costs, DAML removal, etc.). GTE will present these costs and seek recovery for them (including a retroactive true-up) in the OANAD line sharing phase. To the extent that the OANAD line sharing rates for GTE (the "OANAD Line Sharing Rates"), or the terms and conditions for application of the OANAD Line Sharing Rates, are different than specified in this Section, the OANAD Rates will be applied prospectively pending the issuance of a final, binding and non-appealable order. Upon the issuance of such an order, the OANAD Rates will be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing. Any underpayment shall be paid, and any overpayment shall be refunded, within forty-five (45) business days after the date on which the OANAD Line Sharing Rate order becomes final, binding and non-appealable. Such true-up payments, if any, shall also include interest computed at the prime rate of the Bank of America, N.A. in effect at the date of said order.

3.2 Nonwaiver. The Parties do not waive, and hereby expressly reserve, their rights to assert or continue to assert that certain of the rates, charges or terms established in OANAD or any other proceeding (including, without limitation, the OANAD Line Sharing Rates) are unlawful, illegal and improper. The Parties further expressly reserve their past, present and future rights to challenge and seek review of any and all such rates, charges or terms in any court or commission of competent jurisdiction or other available forum. Such terms, rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) GTE's costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar GTE costs (including GTE's interim universal service support charge)); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC order in effect as of the effective date, or during the term, of this Agreement which impact such terms, rates and/or charges, including, without limitation, the matters described in Section 1.4; or (d) any other relevant appeal or litigation. If any such rates, charges and/or terms are adjusted or otherwise modified, in whole or in part, in the OANAD proceeding or in any other proceeding, then this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable order. Such

¹ Collocation is a prerequisite to line sharing. **CLEC must first collocate digital subscriber line access multiplexer (DSLAM) equipment and splitters (under Option No. 1 described in Section 2.3) in GTE's central office and order applicable tie cables in connection therewith. The applicable conditions, rates, and charges for satisfying these collocation requirements are contained within the collocation provisions of the Agreement and are separate from the interim line sharing rates and charges proposed herein.

adjusted or modified rates and charges will be applied prospectively pending the issuance of a final, binding and non-appealable order in the subject proceeding. At such time as the applicable order becomes final, binding and non-appealable, the adjusted or modified rates and charges established therein shall be applied retroactively to the effective date of the amendment to this Agreement regarding line sharing. The Parties will true-up any resulting over or under billing in accordance with the requirements of Section 3.1. The Parties agree that the provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. The Parties acknowledges that either Party may seek to enforce the provisions of this Section before a commission or court of competent jurisdiction.

3.3 Loop Costs. In developing its interim prices set forth in Section 3.1, GTE did not include any direct loop costs. GTE's pricing methodology, however, is premised on the assumption that GTE will be afforded an opportunity to recover all its actual costs -- including the total actual cost of the loop -- in prices for services and in explicit universal service support. If GTE cannot recover all its costs, then GTE's pricing methodology must change and GTE reserves the right to require such a change. Also, GTE does not agree with the FCC's UNE pricing rules, which do not allow prices to be based on an ILEC's actual costs or opportunity costs. The Court of Appeals for the Eighth Circuit is considering the substantive validity of the FCC's pricing rules, and GTE reserves its right to change its prices if the court stays, vacates, or modifies the FCC's rules.

3.4 Billing. Billing for line sharing will be handled via the GTE CBSS system, consistent with the billing for UNE loops.

2. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this Amendment, this Amendment shall control.
4. This Amendment shall become effective upon the later to occur of June 6, 2000 or the date the Parties shall execute the same (the "Effective Date"). The term of this Amendment shall be coterminous with the Agreement.
5. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.
6. This Amendment, together with its preamble and recitals and with any exhibits, schedules, appendices or other attachments hereto, each of which is incorporated by this reference, sets forth the entire understanding of the Parties, supersedes all prior agreements between the Parties and merges all prior discussions between the Parties, with respect to the subject matter contained herein.

IN WITNESS WHEREOF, each Party has executed this Amendment and it shall be effective upon the Effective Date.

GTE [Legal Entity]

[full CLEC name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GTE CALIFORNIA INCORPORATED
EXHIBIT 2-LINE SHARING PRICING

15-May-00

<u>Line Sharing Elements</u>	CLEC-Owned Splitter		ILEC-Owned Splitter	
<u>Monthly Recurring Charges (MRCs)</u>				
Loop - Copper	\$ 3.00	a	\$ 3.00	a
Splitter	-	b	5.00	k
Collocation - Cross Connect (collocation area to MDF)	***	c	***	c
Conditioning (if requested)	1.50	d	1.50	d
<u>Non-Recurring Charges (NRCs)</u>				
<u>Service Order</u>				
Initial (Manual)	\$ 53.54	e	\$ 53.54	e
Add'l (Manual)	3.47	f	3.47	f
Initial (Semi-Mech)	26.86	g	26.86	g
Add'l (Semi-Mech)	3.47	h	3.47	h
<u>Provisioning</u>				
Jumper Activity - Initial	27.67	i	31.28	l
Jumper Activity - Add'l	17.02	j	21.15	m

Notes

- a Draft Arbitrator's Report, 6.22.
- b Splitter charge not applicable. CLEC owns and maintains splitter in own collocation area.
- c Prices for cross connect services are governed by the **CLEC's interconnection agreement with GTE. This is not a line sharing item, but according to Draft Arbitrator's Report, will be subject to true-up. Two cross-connects are required for the CLEC-owned splitter configuration. One cross-connect is required for the ILEC-owned splitter configuration.
- d Source: Draft Arbitrator's Report, 6.28. Also, GTE Tariff FCC No.1 (39th revised p.179).
- e GTE proposed charge of \$107.07 x 50% reduction from Draft Arbitrator's Report, 6.27. Initial charge applicable to initial line ordered for each end user.
- f GTE proposed charge of \$6.94 x 50% reduction from Draft Arbitrator's Report, 6.27. Additional charge applies for each additional line ordered for same end user at same location at same time.
- g GTE proposed charge of \$53.71 x 50% reduction from Draft Arbitrator's Report, 6.27. Initial charge applicable to initial line ordered for each end user.
- h GTE proposed charge of \$6.94 x 50% reduction from Draft Arbitrator's Report, 6.27. Additional charge applies for each additional line ordered for same end user at same location at same time.
- i Draft Arbitrator's Report, 6.25. Two jumpers placed and one removed on initial install. Two jumpers disconnected and one placed upon disconnect. Applicable to initial line ordered for each end user.
- j Draft Arbitrator's Report, 6.25. Two jumpers placed and one removed on initial install. Two jumpers disconnected and one placed upon disconnect. Applicable to each additional line ordered for same end user at same location at same time.
- k Draft Arbitrator's Report, 6.30.
- l Draft Arbitrator's Report, 6.25. Three jumpers placed and one removed on initial install. Three jumpers disconnected and one placed upon disconnect. Applicable to initial line ordered for each end user.
- m Draft Arbitrator's Report, 6.25. Three jumpers placed and one removed on initial install. Three jumpers disconnected and one placed upon disconnect. Applicable to each additional line ordered for same end user at same location at same time.

(END OF ATTACHMENT D)